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BMT/IBM FIVE ELM STREET NEW CANAAN, CT 06840			ALLEN, WILLIAM J	
			ART UNIT	PAPER NUMBER
			3625	

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Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b> 10/042,802	<b>Applicant(s)</b> GREY ET AL.	
	<b>Examiner</b> William J. Allen	<b>Art Unit</b> 3625	

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 11/7/2005.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-25 and 27-43 is/are pending in the application.  
     4a) Of the above claim(s) 27-41 and 43 is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-25 and 42 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 09 January 2002 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
     Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
     Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
     a) ☐ All    b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)  | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                                   | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)             |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

## **DETAILED ACTION**

### ***Prosecution History***

Claims 1-43 were originally presented in the application with claims 27-41 and 43 withdrawn from consideration.

Claims 1-26 and 42 were elected during a telephone conversation with Nandu Talwalker on July 7, 2005.

Claims 1-25 and 42 are pending.

Claim 26 has been canceled.

### ***Response to Amendment***

The Examiner notes that the objection to the disclosure is withdrawn as a result of the amendment to the specification.

The rejection of claims 4 and 5 under 35 U.S.C. 112, second paragraph has been withdrawn as a result of the amendments to claims 4 and 5.

### ***Response to Arguments***

Applicant's arguments filed 11/07/2005 have been fully considered but they are not persuasive.

On page 18 of Applicant's remarks, applicant cites page 8, lines 20-27 of the present application to define "non-binding attributes". The citation gives examples of these attributes, such as larger monitor size, a more extensive keyboard, etc. The Examiner asserts that Henson discloses non-binding attributes in that Henson provides

Art Unit: 3625

a customer with the ability to specify certain criteria for components of the system. For example, the system facilitates changing of the amount of SDRAM, hard drive size, monitor type/size, video cards, and multiple other components (see at least: Fig. 3A). Therefore, Henson discloses system components including non-binding attributes *describing a class of items that are substitutes for said first component and that are acceptable to said customer, and wherein said non-binding attribute is associated with said first component.* The Examiner further notes that by allowing the user to view suggested changes or select their own changes, the substituted components are *acceptable to the customer.*

Additionally, Henson also discloses where *the supplier determines a second component that satisfies the non-binding attribute.* As the customer customizes their computer system, the system of the vendor (i.e. *supplier*) provides option messages and details for the express purpose of providing option recommendations. These recommendations from the supplier allow a user to upgrade the particular component while satisfying the non-binding attribute (see at least: col. 7, lines 22-56). Henson thereby shows where *the supplier determines a second component that satisfies the non-binding attribute.*

On page 19 of Applicant's remarks, Applicant further contests that Henson does not show an order including a first component being received by a supplier from a customer. The Examiner asserts that Henson clearly shows an order, including a first component, is sent to a supplier (i.e. the manufacturer of the system) by a customer

Art Unit: 3625

(the purchaser of the system). As discussed above, the order further includes non-binding attributes for the multitude of components that make up the system.

Also on page 19, Applicant contests that only the customer determines the alternative configuration. The Examiner disagrees as noted above. The system of Henson provides for the vendor to make option recommendations, and thereby determines a second component for the customer (see at least: col. 7, lines 22-56).

Regarding claims 13 and 14 specifically, Applicant has not traversed the Official Notice taken to claims 13 and 14 adequately. Applicant relied only on the rationale for traversing the rejection claim 1 and offered no reasoning concerning the rejection of claims 13 and 14 by Henson in view of Official Notice. The subject matter has been taken to be admitted prior art because applicant has failed to traverse the examiner's assertion of Official Notice (see MPEP 2144.03 C).

The remarks for claims 2-25 and 42 parallel the remarks made for claim 1 and are fully considered but not persuasive for at least the reasons listed above.

### ***Claim Rejections - 35 USC § 102***

1. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

2. **Claims 1-7, 10-12, 15-19, 24, and 42 are rejected under 35 U.S.C. 102(b) as being anticipated by Henson et al. (US 6,167,383, herein referred to as Henson).**

Art Unit: 3625

**Regarding claim 1,** Henson discloses:

*Receiving at a supplier said order for said product from a customer, wherein said order includes a first component associated with said product and said order includes a non-binding attribute describing a class of items that are substitutions for said first component and that are acceptable to said customer, and wherein said non-binding attribute is associated with said first component.* (see at least: col. 5, lines 15-18, Fig. 3A, 3B, and 3C; col. 6, lines 19-21; col. 3, lines 12-14; col. 7, lines 22-56);

*determining by said supplier a second component that satisfies said non-binding attribute for said order and providing by said supplier, to said customer, said product including said second component and not including said first component* (see at least: col. 4, lines 43-46 and lines 60-61; col. 7, lines 22-56; Fig. 3A, 3B, and 3C). The Examiner notes when a customer selects the recommended option the product is supplied with that option and not the initial option.

**Regarding claim 2,** Henson discloses where *the order comprises a legal contract*. Removal of a screen displaying the terms and conditions of the business lease because the “at-home online buyer does not typically want to read through the terms and conditions of the business lease” (see at least: col. 12, 36-39).

**Regarding claim 3,** Henson discloses where *providing by said supplier, to said customer, said product including second component including said second component and not including said first component includes one of providing a notification to said*

Art Unit: 3625

*customer from said supplier regarding said non-binding attribute; receiving an order for said product at said supplier; allowing by said supplier said customer to select a plurality of components for said product, wherein said first component is one of said plurality of components; providing notification to said customer regarding said first component and said second component by said supplier and receiving consent from said customer to said non-binding attribute at said supplier; providing by said supplier at least two options regarding at least one component for said product and allowing said customer to select from among said two options; and providing a request to said customer from the supplier regarding said non-binding attribute associated with said first component (see at least: col. 5, lines 15-18, Fig. 3A, 3B, and 3C; col. 6, lines 19-21; col. 3, lines 12-14; col. 7, lines 22-56).*

**Regarding claim 4,** Henson discloses *determining a need for said first component outside said order wherein said determining a need for said first component.* Henson further discloses a configuration that includes a warning indicator for notifying the customer that an option they have selected is “subject to adversely impacting shipping” (see at least: col. 3, lines 30-33). The aforementioned shipment indicator provides customers with “lead time” warnings or shipment delays as a result of their selection (see at least: col. 6, 36-38). This pertains directly to “determining that an order cannot be completely filled due to a shortage” of one of the selected components, determining that a “projected supply” for one of the offered components may adversely affect the fulfillment of the order, etc.

**Regarding claim 5,** Henson discloses *wherein said determining a need for said first component outside said order includes at least one of the following: receiving at the supplier a notification regarding a new order that requires said first component; determining that said order cannot be completely fulfilled due to a shortage of said first component; receiving at the supplier a new order that requires an amount of said first component such that both said order and said new order cannot be filled if both said order and said new order use said first component; determining at the supplier that said order cannot be partially or completely filled due to defects detected in said first component; determining at the supplier that a change in price for said first component makes it disadvantageous to fill said order with said first component; determining that a change in price for a second component makes it disadvantageous to fill said order with said first component; determining at the supplier that a change in projected supply for said first component makes it disadvantageous to fill said order with said first component; determining at the supplier that a change in projected supply for a second component makes it disadvantageous to fill said order with said first component; determining at the supplier that a projected change in price for said first component makes it disadvantageous to fill said order with said first component; determining at the supplier that a projected change in price for a second component makes it disadvantageous to fill said order with said first component; establishing at the supplier a new order that requires said first component; and receiving at the supplier an indication of a potential new order that requires said first component (see at least: col. 3, lines 30-33; col. 6, 36-38; ).* The shipment indicator provides customers with “lead time”



Art Unit: 3625

warnings or shipment delays as a result of their selection. This pertains directly to “determining that an order cannot be completely filled due to a shortage”, which is done on the supplier side, of one of the selected components, determining that a “projected supply” for one of the offered components may adversely affect the fulfillment of the order, etc.

**Regarding claim 6,** Henson discloses *wherein said determining a second component that satisfies said non-binding attribute for said order includes at least one of the following: identifying by said supplier said second component that can replace said first component in said product and satisfy said non-binding attribute; selecting by said supplier said second component from a plurality of components identified in said order as replacements for said first component; receiving at said supplier a notification of a selection of said second component; providing by said supplier a notification of availability of said second component; receiving at said customer a request to exchange said first component with said second component; receiving at said supplier consent to exchange said first component with said second component; providing by said supplier a notification to a customer of at least one component that satisfies said non-binding attribute; confirming by said supplier availability of said second component; and confirming by said supplier with said customer an ability of said second component to satisfy said non-binding attribute* (see at least: col. 6, lines 19-21; Fig. 3A-3C; col. 7, lines 22-56). As noted in the response to arguments, the supplier provides

Art Unit: 3625

merchandise/option recommendations to replace first components with second components.

**Regarding claim 7,** Henson discloses *wherein said providing by said supplier, to said customer, said product including said second component and not including said first component, includes at least one of the following: using said component but not said first component when building said product by said supplier; fulfilling said order by said supplier using said second component but not said first component; and using said second component but not said first component* (see at least: col. 5, lines 15-18). The Examiner further notes that once a recommended option has been selected by a customer to be incorporated in the system, the system is then built and the order fulfilled using the second component.

**Regarding claim 10,** Henson discloses *fulfilling said order of said customer by said supplier using second component* (see at least: col. 5, lines 15-18). The Examiner further notes that once a recommended option has been selected by a customer to be incorporated in the system, the system is then built and the order fulfilled using the second component.

**Regarding claim 11,** Henson discloses *adjusting by said supplier a price associated with said order as a result of providing by said supplier, to said customer,*

Art Unit: 3625

*said product including said second component and not including said first component*  
(see at least: col. 6, lines 21-25).

**Regarding claim 12,** Henson discloses *providing by said supplier a notification regarding an adjusted price to said customer* (see at least: col. 6, lines 21-25). The Examiner notes that the supplier system is providing the notification.

**Regarding claim 15,** Henson discloses *wherein said order identifies at least one characteristic associated with said product that is also associated with said non-binding attribute, wherein said characteristic is selected by the customer* (see at least: col. 3, lines 12-14; col. 4, lines 43-46 and 60-61; col. 7, lines 23-56; col. 9, lines 56-60; Fig. 3A-3C). The Examiner notes that the customer identifies components which have non-binding attributes.

**Regarding claim 16,** Henson discloses *receiving at a supplier from said customer identification of said at least one characteristic that is at least a subset of said non-binding attribute regarding said order* (see at least: col. 3, lines 12-14; col. 4, lines 43-46 and 60-6; col. 9, lines 56-60). The Examiner notes that the components have characteristics such as amount of SDRAM (non-binding attribute), which in turn has different amounts of ram that are selectable. The selectable amounts of ram constitute a subset of the non-binding attribute.

**Regarding claim 17**, Henson discloses *determining by said supplier second component based, at least in part, on said characteristic* (see at least: col. 3, lines 12-14; col. 4, lines 43-46 and 60-61; col. 7, lines 23-56; col. 9, lines 56-60; Fig. 3A-3C). The Examiner notes that the options recommendations are done by the supplier system based on characteristics such as monitor size, etc.

**Regarding claim 18**, Henson discloses *determining by a customer said non-binding attribute, at least in part, on said characteristic* (see at least: col. 3, lines 12-14; col. 4, lines 43-46 and 60-61; Fig. 3A-3C). The Examiner notes that the customer is free to determine the non-binding attributes according to the characteristics they so desire.

**Regarding claim 19**, Henson discloses *wherein said determining a second component that satisfies said non-binding attribute for said order by said supplier includes selecting said second component by said supplier based, at least in part, on said characteristic* (see at least: col. 7, lines 23-56; col. 9, lines 56-60).

**Regarding claim 24**, the limitations set forth in claim 24 closely parallel the limitations of claims 11 and 12. Claim 24 is thereby rejected under the same rationale. The Examiner further notes that the price displayed to the customer is a function of the components selected.

**Regarding claim 42**, the limitations set forth in claim 42 closely parallel the limitations in claim 1. Claim 42 is thereby rejected under the same rationale.

***Claim Rejections - 35 USC § 103***

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. **Claims 8, 20-21, 23, and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Henson in view of Kalagnanam et al. (US 6,873,967, herein referred to as Kalagnanam).**

**Regarding claim 8**, Henson teaches all of the above as noted and further teaches the use of non-binding attributes (see at least: Fig. 3A-3C). Henson, however, does not expressly teach *wherein said non-binding attribute relates to at least one of a quality level of said first component; a performance level of said first component; a feature set of said first component; a delivery date for said first component; a color of said first component; a size of said first component; a storage capacity of said first component; a bandwidth of said first component; a weight of said first component; a technical capability of said first component; an expiration date; a purity level; a service level; a warranty level; a price; and a dimension associated with said first component.*

Kalagnanam teaches *wherein said non-binding attribute relates to size and color* (see at least: col. 5, lines 8-11). It would have been obvious to one of ordinary skill in the art at the time of the invention to have modified the invention of Henson to have included *wherein said non-binding attribute relates to size and color* as taught by Kalagnanam in order to enhance cyber shopping and thereby allow for the development of an enriching relationship between the customer and retailer (Kalagnanam et al., col. 3, lines 60-64), increasing return customers and improving profits.

**Regarding claim 20**, Henson teaches all of the above as noted and teaches the use of option details but fails to define in full option details and specify the identification of one or more characteristics. Henson, however, does not expressly teach *wherein said at least one characteristic is at least one of an acceptable upper bound of said at least one characteristic; a range of acceptable characteristics; a range of unacceptable characteristics; a rule regarding exchange of said first component with said second component; a condition that must be met if said first component is exchanged with said second component; a set of at least one acceptable characteristic for said product; a set of at least one acceptable characteristic for said first component; a set of at least one acceptable characteristic for said second component; a set of at least one unacceptable characteristic for said product; a set of at least one unacceptable characteristic for said first component; and a set of at least one unacceptable characteristic for said second component*. Kalagnanam discloses a database accessed by the online store servers that contains product information used to generate shopping lists based on a shopper's

Art Unit: 3625

input criteria (see at least: col. 5, lines 28-31). Furthermore, the input includes such information as item choices, profiles, constraints, and limit prices (see at least: col. 5, lines 65-66). The shopping assistant also allows for the sending and receiving of one or more inputs of constraints by the shopper (i.e. customer) and one or more output lists of recommended product combinations (see at least: col. 5, lines 43-51). From the user input, product combinations are listed that satisfy the constraints specified by the user (see at least: col. 5, lines 21-23). It would have been obvious to one of ordinary skill in the art at the time of the invention to have modified the invention of Henson to have incorporated identification of characteristics as taught by Kalagnanam in order to enhance cyber shopping by allowing for the development of an enriching relationship between the customer and retailer (see at least: Kalagnanam, col. 3, lines 60-64).

**Regarding claim 21**, Henson teaches all of the above as noted and teaches the use of option details but fails to define in full option details and specify the identification of one or more characteristics. Henson, however, does not expressly teach *identifying said at least one characteristic by said customer*. Kalagnanam discloses a database accessed by the online store servers that contains product information used to generate shopping lists based on a shopper's input criteria [see at least: col. 5, lines 28-31]. Furthermore, the input includes such information as item choices, profiles, constraints, and limit prices (see at least: col. 5, lines 65-66). The shopping assistant also allows for the sending and receiving of one or more inputs of constraints by the shopper (i.e. customer) and one or more output lists of recommended product combinations (see at

Art Unit: 3625

least: col. 5, lines 43-51); thereby, Kalagnanam teaches *identifying said at least one characteristic by said customer*. It would have been obvious to one of ordinary skill in the art at the time of the invention to have modified the invention of Henson to have incorporated identification of characteristics as taught by Kalagnanam in order to enhance cyber shopping by allowing for the development of an enriching relationship between the customer and retailer (see at least: Kalagnanam, col. 3, lines 60-64).

**Regarding claim 23**, Henson teaches all of the above as noted and teaches the use of option details but fails to define in full option details and specify the identification of one or more characteristics. Henson, however, does not expressly teach *wherein said characteristic is identified selected by at least one of the following: said customer when placing said order; an expert system of said computer; a rule-based system of said computer; a supply chain management decision support system of said customer; a supplier relationship management decision support system of said customer; a production control decision support system of said customer a forecasting system of said customer; an order model of said customer; and a customer model of said customer*. Kalagnanam discloses a database accessed by the online store servers that contains product information used to generate shopping lists based on a shopper's input criteria (see at least: col. 5, lines 28-31). Furthermore, the input includes such information as item choices, profiles, constraints, and limit prices (see at least: col. 5, lines 65-66). The shopping assistant also allows for the sending and receiving of one or more inputs of constraints by the shopper (i.e. selected by the *customer when placing*



*an order*) and one or more output lists of recommended product combinations (see at least: col. 5, lines 43-51). From the user input, product combinations are listed that satisfy the constraints specified by the user (see at least: col. 5, lines 21-23). It would have been obvious to one of ordinary skill in the art at the time of the invention to have modified the invention of Henson to have incorporated identification of characteristics as taught by Kalagnanam in order to enhance cyber shopping by allowing for the development of an enriching relationship between the customer and retailer (see at least: Kalagnanam, col. 3, lines 60-64).

**Regarding claim 25**, Henson teaches all of the above as noted and further teaches the use of option details in customer orders (see at least: col. 3, lines 12-14). Henson, however, does not expressly teach *determining by the customer said non-binding attribute*. Kalagnanam discloses a database accessed by the online store servers that contains product information used to generate shopping lists based on a shopper's input criteria (see at least: col. 5, lines 28-31). Furthermore, the input includes such information as item choices, profiles, constraints, and limit prices (see at least: col. 5, lines 65-66). The shopping assistant also allows for the sending and receiving of one or more inputs of constraints by the shopper (i.e. attributes determined by the *customer when placing an order*) and one or more output lists of recommended product combinations (see at least: col. 5, lines 43-51). From the user input, product combinations are listed that satisfy the constraints specified by the user (see at least: col. 5, lines 21-23). It would have been obvious to one of ordinary skill in the art at the

Art Unit: 3625

time of the invention to have modified the invention of Henson to have incorporated identification of characteristics as taught by Kalagnanam in order to enhance cyber shopping by allowing for the development of an enriching relationship between the customer and retailer (see at least: Kalagnanam, col. 3, lines 60-64).

**5. Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over Henson in view Olson et al. (US 2003/0004825, herein referred to as Olson).**

**Regarding claim 9,** Henson teaches all of the above and further teaches exchanging the first component for a second component (see at least: Fig. 3A-3C; col. 5, lines 15-18). Henson, however, does not expressly teach *providing a notification to said customer from said supplier regarding an exchange by said supplier of said first component with said second component*. Olson teaches *providing a notification to said customer from said supplier regarding an exchange by said supplier of said first component with said second component* (see at least: 0101). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Henson to have included *providing a notification to said customer from said supplier regarding an exchange by said supplier of said first component with said second component* as taught by Olson in order to allow users to view the status of parts in an order with a single action and promptly inform customers of a change in parts (see at least: Olson, 0036, 0101).

Art Unit: 3625

**6. Claim 22 is rejected under 35 U.S.C. 103(a) as being unpatentable over Henson in view Sherman (US 4,931,929).**

**Regarding claim 22,** Henson teaches all of the above as noted and further teaches the use of option details. Henson, however, does not expressly teach *wherein said at least one characteristic is based on at least one of the following: volume of said product included in said order; quantity of said product included in said order; quality of said product; quality of said first component; quality of said second component; demand for said product by said customer; demand for said first component by said customer; demand for said second component by said customer; an expected profit margin for said product by said customer wherein said product includes said first component; an expected profit margin for said product by said customer wherein said product includes said second component; a discount available for said product for said customer; a price of said product for said supplier; a price of said first component for said customer; a price of said second component for said customer; projected demand for said product by said customer; projected demand for said first component for said customer; projected demand for said second component for said customer; projected supply for said product by said customer; projected supply for said first component by said customer; projected supply for said second component by said customer; projected availability of said first component by said customer; projected availability of said second component by said customer; projected amount in inventory of said product of said customer; projected amount in inventory of said supplier of said first component by*

Art Unit: 3625

*said customer; projected amount in inventory of said supplier of said second component by said customer; a projected price of said product for said customer; a projected price of said first component for said customer; and a projected price of said second component for said customer. Sherman teaches volume of said product included in said order; quantity of said product included in said order; quality of said product; quality of said first component; quality of said second component; demand for said product by said customer; demand for said first component by said customer; demand for said second component by said customer; an expected profit margin for said product by said customer wherein said product includes said first component; an expected profit margin for said product by said customer wherein said product includes said second component; a discount available for said product for said customer; a price of said product for said supplier; a price of said first component for said customer; a price of said second component for said customer; projected demand for said product by said customer; projected demand for said first component for said customer; projected demand for said second component for said customer; projected supply for said product by said customer; projected supply for said first component by said customer; projected supply for said second component by said customer; projected availability of said first component by said customer; projected availability of said second component by said customer; projected amount in inventory of said product of said customer; projected amount in inventory of said supplier of said first component by said customer; projected amount in inventory of said supplier of said second component by said customer; a projected price of said product for said customer; a projected price of said first*

*component for said customer; and a projected price of said second component for said customer* (see at least: abstract; Fig. 3; col. 7 line 62 to col. 8, lines 15). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Henson to have included *wherein said at least one characteristic is based on at least one* of the listed criteria as taught by Sherman in order to provide a convenient means of selecting design components based on constraints of a user (see at least: Sherman, col. 7 line 62 to col. 8, line 15)

**7. Claims 13 and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Henson in view of Official Notice.**

**Regarding claims 13 and 14,** Henson teaches all of the above as noted under the 102(b) rejection and teaches the use of premier pages for specific customer sets [see at least: col. 14, lines 35-61] but does not teach filling a second order with the a first component. Customer sets constitute a group of customers comprised of individual customers within the group. The Examiner takes Official Notice based on the teachings of Henson, that a second order could be established using the original configuration with original components. Furthermore, It is also reasonable to note that a second order established within the customer set would constitute establishing a second order with a second customer. It would have been obvious to one of ordinary skill in the art at the time of invention to modify Henson to include the establishment of a second order using the initial components in order to improve responsiveness to customer requests and

completeness in servicing demand for personal computer related information (see at least: Henson, col. 3, lines 50-54).

### ***Conclusion***

8. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

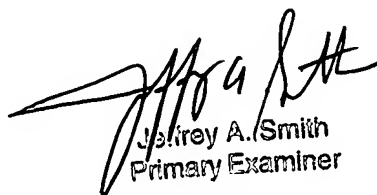
Any inquiry concerning this communication or earlier communications from the examiner should be directed to William J. Allen whose telephone number is (571) 272-1443. The examiner can normally be reached on 8:00 AM to 5:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Rob Pond can be reached on (571) 272-6760. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3625

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

William J. Allen  
Patent Examiner  
March 20, 2006



Jeffrey A. Smith  
Primary Examiner